

MA# 005 CT3040 2

EFFECTIVE BEGIN DATE: EXPIRATION DATE: 09-25-2006 10-30-2009

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Fields of Opportunities

**BUYER: ASHLEY SUPER** 

ashley.super@iowa.gov

515-281-7073

FOB Dest, Freight Prepaid

PAYMENT TERMS (%): NIGO DAYS:

**VENDOR:** 

Pro-Tech Drellishak & Drellishak 1313 W Bagley Rd Berea, OH 44017 USA VENDOR CONTACT:

EDWARD DRELLISHAK

PHONE: 440-239-0100

EXT:

EMAIL:

VENDOR #: 34160704200

# DESCRIPTION OF ITEMS CONTRACTED

Surveillance Systems, Portable per Bid 807595S460 attached. Ref: Pro-Tech Security Sales www.protechsales.com

Contact:

Dennis Ginley, VP Sales Pro-Tech Sales 1313 W. Bagley Rd. Berea, OH 44017 Fax: 440-239-9243

Ph: 800-888-4002 x106

Email: dginley@protechsales.com

Prices include OEM Warranty

Agencies may combine orders, incl. multiple delivery locations and billing locations on a single PO to obtain quantity discount levels.

RENEWAL PERIODS

FROM 10-31-2009 TO 10-30-2010 FROM 11-01-2009 TO 10-31-2010 FROM 11-01-2010 TO 10-31-2011

**THRESHOLDS** 

MINIMUM ORDER AMOUNT: MAXIMUM ORDER AMOUNT: NOT TO EXCEED AMOUNT:

**AUTHORIZED DEPARTMENT** 

ALL

SUB Political Sub-divisions

**TOTAL** 

\$0.00

VENDOR:

APPROVED BY:

Johley Sup. 9/18/06

THIS MA IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. PLEASE SEE ATTACHMENTS FOR FURTHER DESCRIPTIONS.



# STATE OF IOWA MASTER AGREEMENT

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LINE NO.	QUANTITY / SERVICE DATES UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	68087	\$0.00000
		Surveillance and Countersurveillance Equipment and Supplies Surveillance System equal to or better than Pro-Tech Model PTS-IRP100. Each system to include: a) Choice from at least styles of covert color cameras with high gain audio, including cables & connectors for wireless plug and play operation. b) Wireless receiver with AC Power. c) DVD Recorder with 160 GB hard disk drive and remote control. d) 15 in flat panel monite e) Digital voice recorder with USB output of WMA/WAV and customer to mic audio converter & telephone pick up. f) Hard shell carry case for above. g) Instruction manual, optional one day on-site training, 24/7 technical phone support.	g or. om 1
2	0.00000	Bid Prices: Qty of One: \$2,895.00 EA Qty 2 to 5: \$2,845.00 EA Qty 6 - 20: \$2,795.00 EA Qty of 21+: \$2,745.00 EA 45 to 60 Days Delivery ARO 68087	\$0.000000 \$0.000000
		Surveillance and Countersurveillance Equipment and Supplies Surveillance System equal to or better than Pro-Tech Model PTS-IRP100: Same as item one except camera is static and to installed covertly within polygraph stations.	be
3	0.00000	Bid prices: Qty of One: \$3,695.00 EA Qty 2 to 5: \$3,645.00 EA Qty 6 - 20: \$3,595.00 EA Qty of 21+: \$3,545.00 EA 45 to 60 Days Delivery ARO 2073062	\$0.00000
		DIGITAL VIDEO DISC (DVD), REWRITABLE MEDIA Evidence Grade DVD+RWs, auto finalized for playback in any DVI Player. \$ 4.75 EACH 30 day delivery ARO.	\$0.000000 D
4	0.00000	20439	\$0.000000
5	0.00000	Duplicators, DVD High Spped DVD Duplicator for Evidence Grade DVD Recordings, equal to PTS-DVDXP. Creates 3 copies of DVD Simultaneously. 16X Speed. \$ 1,449.00 EACH 30 days delivery ARO 96286	\$0.000000 \$0.000000
		Transportation of Goods and Other Freight Services	\$0.00000
		transportation of Goods and other freight services	



# STATE OF IOWA MASTER AGREEMENT

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# TERMS AND CONDITIONS

# Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

# Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

# Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

#### Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

# Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

# Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of lowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

#### Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

# **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of lowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of lowa, relating to the particular goods or services purchased or acquired by the State of lowa pursuant to the using State of lowa agency.

# **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

# **Delivery and Acceptance (cont)**

- D. Disposition of Rejected item The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

# Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

# Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

# Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

# Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

# Taxes



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**EXPIRATION DATE:** 

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The State of lowa is exempt from the payment of lowa sales tax, motor vehicle fuel tax and any other lowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The lowa Department of Revenue exemption letter will be furnished to a vendor upon request.

#### Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

The laws of the State of lowa require procurement records to be made public unless exempted by the Code of Iowa.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

# Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

# Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

# Performance Monitoring

For all service contracts, the requirements of lowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

#### Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

# Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

# Vendor's Property

Notwitstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free,nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

# N60

NET 60 DAYS

Issue Date: September 1, 2006

# REQUEST FOR SEALED BID # RFB 807595S460

This is Not an Order

Potential Bidder:

Please submit bid on the following Portable Surveillance Systems

Bid is for all or none. Attach full product data sheets to your bid

Prices to be FOB Destination, Des Moines, Iowa, all freight and handling costs included.

		All items bid shall be new, of the latest model, and carry the full USA OE		-	data a a		
line #	Qty	Bid is for a 3 year General State Wide Contract available to all IA Agence  Item Specifications	nes and i	Your firm \$	Delivery Days ARO		
1	1	Surveillance System equal to or better than Pro-Tech Model PTS-IRP100. Each \$3,895, \$45 system to include: a) Choice from at least 6 styles of covert color cameras with high gain audio, including cables & connectors for wireless plug and play operation. b) Wireless receiver with AC Power. c) DVD Recorder with 160 GB hard disk drive and remote control. d) 15 in flat panel monitor. e) Digital voice recorder with USB output of WMA/WAV and custom line to mic audio converter & telephone pick up. f) Hard shell carry case for above. g) Instruction manual, one day on-site training, 24/7 technical phone support.					
2	1	Surveillance System equal to or better than Pro-Tech Model PTS-IRP100: \$3695. 45 Same as item one except camera is static and to be installed covertly within polygraph stations. Ref: Pro-Tech Security Sales www.protechsales.com					
The State does not pay tax.  Terms and Conditions per attached apply.  YOUR TOTAL BID: Terms of Payment:							
YOU	R SIG	Bid Offered by:	Date:	: Sept. 13	, 2006		
Nam Com Stree	e typer pany N et Addr		Phone #: Fax #:	:440-23 :440-239- 34-1607	9 <u>- 0100 x/0</u> -9243		

Email Address: doinley eprotechsales. com Bid to be valid for 90 days. No part of your bid may be marked confidential.

Bid must be received in a SEALED ENVELOPE no later than 3 PM CT on September 18, 2006 Sealed Envelope must be marked with Bid # and Due Date.

Submit Bid only to:

Ashley Super, PAIII, Issuing Officer Iowa Department of Aministrative Services, GSE Hoover State Office Bldg, Level A

Des Moines, IA 50319 Fax: 515-242-5974 Ph: 515-281-7073

Email: ashley.super@iowa.gov



You Must Register to be a vendor at: http://das.gse.iowa.gov/gen\_info/vendor\_reg.html

Ckeck the lowa Bid Opportunities page frequently at: http://bidopportunities.iowa.gov for updates.

\* Bidder may be disgualified if they contact any state employee about this bid other than the issuing officer. The Department assumes no responsibility for verbal representations.

#### TERMS AND CONDITIONS

# **Exclusive Agreement**

The contract which results from this bid solicitation constitutes the exclusive agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

#### Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

#### Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

#### Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

#### Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

# Immunity of State / Federal Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

#### Assignmen

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Department of Administration, General Services Enterprise.

#### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of lowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of lowa, relating to the particular goods or services purchased or acquired by the State of lowa pursuant to the using State of lowa agency.

# **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Department of Administration, General Services Enterprise. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of lowa at any time after acceptance.
- D. Disposition of Rejected item The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

# Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

# Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of lowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

# Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment.

# Warranty

The vendor expressly warrants that all goods shall be merchantable in accordance with UCC Section 2-314 and the Iowa Code, Section 554,2314.

# Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials.

# Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations.

The laws of the State of lowa require procurement records to be made public unless exempted by the Code of Iowa.

#### Jurisdiction

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

#### Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of lowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of lowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

#### Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

# **Performance Monitoring**

For all service contracts, the requirements of lowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.



Wednesday, September 13, 2006

Ashley Super Iowa Dept. of Administrative Services Hoover State Office Bldg, Level A Des Moines, IA 50319

Dear Ashley:

QUOTE: Discount Matrix for Items as specified in RFB 807595S460

QTY	DESCRIPTION	UNIT PRICE	Delivery Days ARO
Each	Evidence Grade DVD+RW, auto finalized for playback in any DVD player	\$ 4.75	30
Each	PTS-DVDXP High Speed DVD Duplicator Creates 3 Copies of DVD Simultaneously. 16X Speed.	\$ 1,449.00 :	30

1. All prices are offered for 3-Year General State-Wide Contract and carry full USA OEM Warranty

**Dennis Ginley** 

Vice President, Sales and Marketing



Wednesday, September 13, 2006

Ashley Super lowa Dept. of Administrative Services Hoover State Office Bldg, Level A Des Moines, IA 50319

Dear Ashley:

QUOTE: Discount Matrix for Items as specified in RFB 807595S460

QTY	DESCRIPTION	UNIT PRICE	Delivery Days ARO
2-5	PTS-IRP100 IAW Bid Specifications, Line #1 PTS-IRP100PG IAW Bid Specificatins, Line #2	\$ 2845.00	45
2-5		\$ 3645.00	45
6-20	PTS-IRP100 IAW Bid Specifications, Line #1 PTS-IRP100PG IAW Bid Specificatins, Line #2	\$ 2795.00	45-60
6-20		\$ \$ 3595.00	45-60
21+	PTS-IRP100 IAW Bid Specifications, Line #1 PTS-IRP100PG IAW Bid Specificatins, Line #2	\$ 2745.00	45-60
21+		\$ 3545.00	45-60

# Notes

- 1. All prices are offered for 3-Year General State Wide Contract and carry full USA OEM Warranty
- 2. Prices are quoted for quantities per individual order placed by agency. Agencies may combine their orders, including multiple delivery locations and billing addresses, on a single order to obtain discount levels.

Sincerely,

Dennis Ginley

Vice President, Sales and Marketing